



STAR WARS KNIGHTS OF THE OLD REPUBLIC II

THE SITH LORDS™



SAFETY INFORMATION

ABOUT PHOTOSENSITIVE SEIZURES

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures.

The risk of photosensitive epileptic seizures may be reduced by sitting farther from the television screen, using a smaller television screen, playing in a well-lit room, and not playing when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

Other Important Health and Safety Information The Xbox Instruction Manual contains important health and safety information that you should read and understand before using this software.

AVOID DAMAGE TO YOUR TELEVISION

Do not use with certain televisions. Some televisions, especially front- or rear-projection types, can be damaged if any video games, including Xbox games, are played on them. Static images presented during the normal course of gameplay may "burn in" to the screen, causing a permanent shadow of the static image to appear at all times, even when video games are not being played. Similar damage may occur from static images created when placing a video game on hold or pause. Consult your television owner's manual to determine if video games can be played safely on your set. If you are unable to find this information in the owner's manual, contact your television dealer or the manufacturer to determine if video games can be played safely on your set.

Unauthorized copying, reverse engineering, transmission, public performance, rental, pay for play, or circumvention of copy protection is strictly prohibited.

CONTENTS

GALACTIC DATABASE

PUBLIC ACCESS AVAILABLE > VERBAL
COMMANDS ENABLED > READY FOR INQUIRY >

Controls	2
Introduction	3
Main Menu	3
Game Screen	4
In-Game Menus	5
Equip	5
Party Inventory	6
Character Info	7
Abilities	8
Party	8
Journal	9
Messages	9
Map	9
Options	10
Character Generation	10
Character Classes	10
Character Portrait	11
Attributes	11
Skills	12
Feats	14
Character Name	14
Rules	15
Playing the Game	16
Dialog	20
Prestige Classes	21
Forms	22
Force Powers	22
Equipment	23
Weapons	23
Armor	23
Implants and Shields	24
Upgrading Weapons/Armor	25
Creating/Breaking Down Items	26
Mini Games	27
Pazaak	27
Turret Encounters	28
Swoop Racing	28
Credits	30
Software License/Limited Warranty	30
How To Contact LucasArts	40



CONTROLS



- L** LEFT THUMBSTICK... Move the selected character.
- R** RIGHT THUMBSTICK... Control Camera. Move left or right to rotate the camera. Click for free lock.
- DPAD** DIRECTIONAL PAD... Cycle through the Action menu.
- A** A BUTTON... Default action.
- B** B BUTTON... Cancel/Disengage Combat.
- Y** Y BUTTON... Delete action from Action Queue.
- X** X BUTTON... Add action to Action Queue.
- LB** BLACK BUTTON... Cycle through characters.
- RB** WHITE BUTTON... Pause combat.
- START** START BUTTON... Access in-game menus.
- BACK** BACK BUTTON... Toggle Solo mode.
- LT** LEFT TRIGGER... Cycle through targets or cycle through menus.
- RT** RIGHT TRIGGER... Cycle through targets or cycle through menus.

MAIN MENU

IT IS A PERILOUS TIME FOR THE GALAXY...

A brutal civil war has all but destroyed the Jedi Order, leaving the ailing Republic on the verge of collapse. Amid the turmoil, the evil Sith have spread across the galaxy, hunting down and destroying the remaining Jedi knights. Narrowly escaping a deadly Sith ambush, the last known Jedi clings to life aboard a battered freighter near the ravaged world of Peragus...



NEW GAME

Starts a new game of *Star Wars® Knights of the Old Republic® II: The Sith Lords™*.

LOAD GAME

Loads a previously saved game. Select a file using the directional pad or left thumbstick, and press the A button to load. If more than one character has been created, press X to switch between characters. If all saved files for a character have been deleted, that character will no longer be available.

MOVIES

Watch movies previously seen in the game.

OPTIONS

Adjust sound, controls, and other preferences. See Options on page 10.



GAME SCREEN



1. TARGET INFORMATION

The current target's name, status, and vitality points. A blue target box indicates non-hostile characters or creatures, as well as items such as doors and containers. A red target box indicates hostile characters or creatures. To cycle between targets, pull the left or right triggers.

2. MINI-MAP

Shows the character's immediate surroundings as well as the character's heading.

3. ACTION MENU

The Action Menu is used to access skills, feats, items and Force Powers. The icons on this menu can be cycled through at any time by using the directional pad. The icons in the Action menu will change depending on the type of target selected. A highlighted icon can be activated by pressing the A button. The icons in order from left to right are: physical action (including Attack, Switch Weapon, feats, and skills), offensive Force Powers, offensive items, defensive Force Powers, defensive items, Forms, and behavior.

IN-GAME MENUS

Press the START button to access in-game menus. The left and right triggers change menu screens and the left thumbstick or directional pad moves the cursor in each screen. Press the START or B buttons while in an in-game menu to return to the game.



EQUIP

1. **DEFENSE:** How well the character is protected. The higher a character's Defense, the less likely they are to be hit by enemies.

2. **ATTACK BONUS/LEFT AND RIGHT [MAIN] HANDS:** The attack bonus for each hand.

3. **DAMAGE/LEFT AND RIGHT [MAIN] HANDS:** The damage caused by the weapon equipped in each hand.

4. **EQUIPABLE EQUIPMENT:** Equipment that can be equipped to the highlighted slot.

5. **ARMOR AND WEAPONS SLOTS:** Characters can equip various armor, weapons or items to each of these slots. Each slot displays the currently selected equipment.

Any equipment usable in a particular slot is displayed on the left-hand side of the screen. To equip an item, highlight the slot location and then press the A button. Next, highlight the item to equip, and press the A button to confirm, or press the B button to cancel.

NOTE: Equipment is restricted to a specific location on a character's body. Also, droids and humanoid have slightly different equipment slots.

Here are the various slot locations on each character:



- A. UTILITY/IMPLANT
- B. SENSOR/HOLOGRAM
- C. UTILITY/GLOVES
- D. SPECIAL WEAPON/SHIELD
- E. PLATING/ARMOR
- F. SPECIAL WEAPON/SHIELD
- G. LEFT WEAPON
- H. SHIELD/BELT
- I. RIGHT WEAPON
- J. ALTERNATE LEFT WEAPON
- K. ALTERNATE RIGHT WEAPON

NOTE: There are two available configurations for Right and Left Weapons. Press the X button to switch between configurations on this screen.

PARTY INVENTORY

The Party Inventory screen shows all items owned by the party.



FILTERING ITEMS: Press the Y button to select filters in the inventory list and show only certain types of items.
READING ITEMS: Highlighted items reveal a description. Use the left thumbstick to scroll through the listed items. The selected item's description is displayed to the right. Use the right thumbstick to scroll through the text description.

CHARACTER INFO



- 1. **ATTRIBUTES:** The current scores for each of the six attributes.
- 2. **VITALITY POINTS (VP):** The character's current and maximum vitality points. When VP reaches 0, the character is unconscious.
- 3. **FORCE POINTS (FP):** The character's current affinity for the Force. Whenever a Force Power is used, some FP are expended. Force points regenerate naturally. During combat, FP regeneration occurs at a greatly reduced rate.
- 4. **EXPERIENCE:** The character's current experience point (XP) total and the number of experience points needed to achieve the next level.
- 5. **ALIGNMENT:** The meter, along with background color, facial expression, and stance, show a character's alignment to the light or dark sides of the Force. Some actions taken throughout the game have a subtle effect on a character's alignment.

ABILITIES

Press the Y button to switch between Skills, Powers, and Feats. Use the D-pad to navigate between abilities, and the right thumbstick to scroll through the description of an ability.

NOTE: The Force Powers menu is only available to Jedi classes.



PARTY

Highlight a character and press the A button to add or remove them from the party. Press the START button to confirm the changes you have made to your party.

NOTE: Up to two companions may accompany you at one time. While in hostile regions, you will be unable to change your party.



JOURNAL

Press the Y button to sort quests based on different categories. Use the directional pad to highlight a quest and view the current information on it. Active Quests are those that you have not yet completed.



MESSAGES

Press the X button on the Journal screen to access messages; the screen keeps a log of the most recent critical information for the current area. Press the Y button to toggle between DIALOG, FEEDBACK, COMBAT and EFFECTS.

MAP

The Map screen shows your location on the current level. Important locations are marked with map notes. To select a different map note, use the left thumbstick or directional pad. Exploring reveals more of the map.

RETURNING TO THE EBON HAWK OR HOME BASE

To instantly return to the Ebon Hawk or a particular home base, press the X button on the map screen.

NOTE: Returning to the Ebon Hawk can only be used when the party is in a safe situation. This option cannot be used during combat, and in some areas of the game this option is completely disabled.



OPTIONS

LOAD GAME: To load a game, press the D-pad up or down to highlight the correct saved game file, and then press the A button. To delete a game, press the Y button then confirm your choice by pressing the A button on the confirmation screen (or B to cancel).

SAVE GAME: Select an empty slot or previously saved game and overwrite the existing data, and then press the A button. To switch between different characters' save games use the X button. Only one Auto-save slot is available. Each character does not get an Auto-save slot.

GAMEPLAY: Adjust various gameplay settings, including difficulty level.

FEEDBACK: Toggle the various Feedback options.

AUTO-PAUSE: Choose the conditions under which the game will automatically pause.

GRAPHICS/SOUND: Adjust the brightness and various sound levels.

QUIT: Ends current game and returns you to the main menu.

CHARACTER GENERATION

When starting a new game you must first create a character. You have the option of creating a quick character, which automatically assigns stats recommended for the class, or you can customize many details about the character.

CHARACTER CLASSES

There are three character classes to choose from at the start of the game, each with male and female

versions. Use the left thumbstick or directional pad to select your class and gender. Press the A button to confirm your choice.

Jedi Class Basic Stats

JEDI CLASS	VITALITY POINTS/ LEVEL	FORCE POINTS/ LEVEL	SKILL PROGRESSION	FEAT PROGRESSION	FORCE POWER PROGRESSION
Jedi Guardian	10	4	Slow	Fast	Average
Jedi Consular	6	8	Slow	Slow	Fast
Jedi Sentinel	8	6	Average	Average	Average

CHARACTER PORTRAIT

Press the D-pad or left thumbstick left or right to cycle through different heads for the main character. To select a portrait, press the A button to accept.

ATTRIBUTES

Attributes affect your character's ability to use Force Powers, fight in combat, and employ skills. For all attributes a value of 10 is considered average. You begin with 30 points to spend. Select an attribute and add or remove points by pressing right or left on the left thumbstick or D-pad. An attribute may not have a value less than 8, and the point cost increases as the value gets higher, up to a max of 18. Throughout the course of the game you will find items that will improve your attributes.

STRENGTH (STR): A high Strength improves your abilities in melee combat by increasing both your chance to hit and the damage you inflict.

DEXTERITY (DEX): A high Dexterity improves your chance to hit with ranged weapons and also increases your Defense.

CONSTITUTION (CON): A high Constitution increases your character's vitality points. Constitution also determines what types of implants the character can equip.

INTELLIGENCE (INT): A high Intelligence increases the number of points a character has to spend on skills, and it can affect some conversation options.

WISDOM (WIS): A high Wisdom increases a Jedi's Force Points and Force Power saving throws. The Force Powers of a Jedi with high Wisdom are also harder to resist. Additional conversation options also become available with a high Wisdom.

CHARISMA (CHA): A high Charisma adds modifiers to Force-related feats and powers that are very important to all the Jedi classes. It is also central to any

persuasive talker. It also reduces the penalty when using Force Powers of an opposing alignment (a light side character with a high Charisma can use dark side powers with less of a penalty), and a high Charisma also improves your companions' chance to hit.

SKILLS

Skills primarily relate to non-combat situations, and in some cases will allow the party to avoid combat altogether. Each skill relies on a particular attribute.



COMPUTER USE: Related to Intelligence. Used with computer spikes to access computer terminals. Harder tasks require more spikes. This skill reduces the number of spikes needed by 1 for every 4 points total. Computer use also allows the creation of items that involve fine electrical work, such as some advanced weapons upgrades.

DEMOLITIONS: Related to Intelligence. Used to set or disable mines of low (DC15 to set), medium (DC20 to set), or high difficulty (DC25 to set). Disarming adds +5 to the DC. Recovery adds +10. Cannot be used untrained. Demolitions aids in the creation of items that are explosive in nature, such as mines and grenades.

STEALTH: Related to Dexterity. Enables the use of stealth field generators and Stealth mode (see page 18). Combat cancels Stealth mode. Cannot be used untrained. Stealth is used in the creation of items involving sound or camouflage.

AWARENESS: Related to Wisdom. Helps spot hid-

den objects or enemies and also allows you to sense the motives of others in conversation. This skill is checked against an enemy's Stealth skill or the DC of a mine. If successful, the enemy or object becomes visible. Awareness is always active, but running imparts a -5 penalty. Awareness also affects what types of scopes and lenses you can create.

PERSUADE: Related to Charisma. Persuade dialogue options use friendly coercion to press for sensitive information or avoid conflict. Higher skill allows for more extreme requests. Only available to the main player-created character.

REPAIR: Related to Intelligence. Used with disposable parts to fix disabled droids. More difficult repair jobs require more parts. This skill reduces the number of parts required by 1 for every 4 points total. Also modifies vitality points recovered when used by party member droids to repair combat damage. Repair also determines how many components are obtained when breaking down items at a workbench and is a key skill when creating many types of items.

SECURITY: Related to Intelligence. Used to open electronic locks. Appears as an option on targeted locked objects. Security tunnelers in Inventory will also appear as a default option and add to the skill if selected. Cannot be used untrained. Security also aids in the creation of several types of items, including those involving ions.

TREAT INJURY: Related to Wisdom. This skill is added to the vitality points healed by medpacs. Higher quality packs apply multipliers to further increase the amount healed. Treat Injury also affects ones ability to create an assortment of items and determines how many chemicals are obtained when items are broken down at a lab station.



FEATS

Feats are primarily combat-focused abilities that allow a character to use specific weapons, armor or items. They can also grant special attacks or give bonuses to skills and abilities. Characters are given certain feats during character creation, depending on class. As characters increase in level, they gain new feats. Each Character Class will gain certain feats automatically as they advance in levels.

Navigate the feats screen with the left thumbstick or D-pad to see a description of each feat. Press the X button to learn a feat.

NOTE: You must acquire lower-level feats before you can progress to higher-level feats.

CHARACTER NAME

Create your own name, or use one of the random default names (press the Y button to generate names). In many areas of the game, only the first name will be used, so keep this in mind when using spaces. The first name is considered any characters before the first space.

RULES

CORE MECHANIC

When you attack an enemy, use a skill, or make a saving throw, a random number between 1 and 20 is generated (1d20). Your character's attack bonus, skill, rank, or attribute modifier is added to this random number to determine success.

COMBAT AND DEFENSE

Defense is a measure of how difficult a character is to hit in combat. Defense is base 10 plus the modifiers for armor and Dexterity. Whenever you attack an opponent, the Core Mechanic is applied like this: [1d20 + attack bonus] versus Defense of the target.

Example: You have a total attack bonus of +4. You target an enemy with a Defense of 16. You would hit on a 12 or higher [12 + 4 (attack bonus) = 16].

DIFFICULTY CLASS

The Difficulty Class (DC) represents the relative difficulty of a task. DC applies to skill use and saving throw attempts.

SKILLS AND DC

If you have a skill that is usable on a target, it will be selectable in the Default Action list. The Core Mechanic is applied like this: [1d20 + skill rank + attribute modifiers] versus the DC of the task.

Example: You have 3 skill ranks in Demolitions and an Intelligence modifier of +2. You attempt to disarm a simple mine (DC15). If the skill check is 10 or higher [10 + 3 (skill rank) + 2 (Int modifier) = 15] you disarm the mine.

SAVING THROWS AND DC

Saving throws represent resistance to certain attacks, effects or powers. The Core Mechanic is applied like this: [1d20 + base save by level + attribute modifier] versus the DC of the saving throw. The three types of saving throws and their linked attributes are Reflex (Dex), Fortitude (Con) and Will (Wis).

Example: You have a base Reflex save of 7 and a Dex modifier of +4. You are hit with an adhesive grenade (DC25). If your saving throw is 14 or higher [14 + 7 (Reflex save) + 4 (Dex modifier) = 25] you would avoid getting stuck.

CRITICAL HITS: When a character attacks, and the randomly generated number is a 20 (out of the possible range of 1-20), there is a chance that they have scored a critical hit. This is called scoring a "threat." Another number is generated, and if that number equals a hit, then a "critical hit" is scored and double damage is inflicted upon the target. Some weapons or feats increase the "threat range," meaning you can score a threat on a lower number.

PLAYING THE GAME

COMBAT DISPLAY

The Combat Display contains important information about each character, including character portraits of party members, remaining Vitality and Force Points, and the Action icon.

NOTE: The Combat Display is visible only during combat.



1. Character Portrait
2. Character Health (Vitality Points)
3. Force Power (if applicable)
4. Enemy
5. Targeted Enemy
6. Action Queue
7. Action Menu
8. Targeted Enemy Info
9. Combat Message
10. Action Box

CHARACTER PORTRAIT: The bottom portrait is the currently selected character. If there are multiple party members, the other portraits can be seen above the selected character's portrait. To select a different character, press the Black button.

VITALITY POINTS (VP): The red bar represents a character's Vitality Points. Vitality Points decrease when a character takes damage from an attack or other effect. If the total reaches zero, the character falls unconscious and cannot move or fight until healed. As long as

one character in the party remains conscious to guard the others, the game will continue. Vitality Points regenerate slowly over time. Medpacs will boost Vitality Points quickly, as will the Force Heal series of Force Powers. Repair Kits will restore Vitality Points of Droid characters.

FORCE POINTS: The blue bar represents a character's Force Points. Each Force Power uses Force Points when activated. A power can't be used if not enough points remain. Force Points regenerate faster out of combat, although it depends on the area and your Force Focus feats.

NOTE: Force Powers are only available to the Jedi classes.

REAL-TIME TURN-BASED COMBAT: When a hostile creature is targeted, the game will pause (this feature can be adjusted in Options). Press the A button to engage the enemy, or choose one of the feats or items located in the Action menu. The game will then go into Combat Mode. In Combat Mode, the action queue (green rectangle) and the action box (red square) appear between the character portrait and the Action Menu. Whenever a player performs an action, the action (represented as an icon) will appear in the Action Box, unless an action is already in the box. In that case, the action appears in the Action Queue. When the current action finishes, the icon in the Action Queue moves to the action box. The character will now perform this action. To disengage from combat, press the B button.

USING THE X BUTTON: Instead of pressing the A button to execute an action, press the X button to store up to three combat commands in the Action Queue. Once the commands are entered, the character will attempt to follow each command in the list in the order they were selected. For example, a character could be directed to use a medpac, use a Force power to heal the group, and then resume attacking an enemy.

FIGHTING USING A PARTY: By default, party members will automatically enter combat in response to the player engaging hostile creatures. You can change what Behavior they use (see Behaviors, page 18, for more information), or give commands by controlling them directly. Press the Black button to switch between the different active party characters.

COMBAT PAUSE: Press the White button to pause or un-pause the game. You can give characters commands while combat is paused. Commands selected with the A button are attempted as soon as pause is exited. If more than one command is selected, only the last one is attempted. Commands selected with the X button are entered into the action queue.

STEALTH MODE: Stealth mode covers the character in a camouflage field. Enemies must make an Awareness check versus the character's Stealth skill to see them.

This ability is only useable by characters that have spent points in the Stealth skill and are equipped with stealth field generators (Exception: Force Camouflage allows a character to use Stealth even without a stealth field generator equipped). Combat cancels Stealth mode, but mundane tasks do not.

USING A COMPUTER OR DROID: To use a computer or a disabled droid, press the A button while targeting it. The Terminal Interface screen comes up. Sometimes you will have the option to use computer spikes or parts to manipulate the computer or the droid. The number of spikes or parts needed is determined by skill in computer use or repair.

EXPERIENCE POINTS AND GRADING LEVEL: Victory in combat and completing quests garner Experience points (XP). Many encounters reward the use of the Persuade skill to avoid conflict. Generally, the harder the task, the more XP earned. Periodically a character will earn enough XP increase in level, improving their Vitality Points, skills, and Force Points and Powers (if a Jedi). At some levels, basic attributes will improve and new feats can be selected. An "L" will appear on the character portrait to indicate that enough XP have been earned. On the Character in-game menu press the A button to customize these improvements or the Y button to have these choices be made for you based upon your character class.

BEHAVIORS

Set up simple commands for party members when they're not under direct control. The far right icon in the Action Menu shows which Behavior is currently being employed. To change the selected character's Behavior, scroll up or down until the desired Behavior is shown and then press the A button. The character's Behavior is not changed until the A button is pressed.

AGGRESSIVE: The character will attack any enemy within range using their currently equipped weapon.

DEFENSIVE: This Behavior is similar to Aggressive, except the character will move back to the controlled character if they have moved more than 5m away. Use this Behavior when you want to prevent characters from chasing down distant enemies. This behavior is the default.

STATIONARY: The character will attack any enemy within range, but will not move from their current position. This Behavior can be useful if there are many mines nearby.

RANGED: The character will provide ranged support. They will switch to a melee weapon (if available in their secondary Weapon Configuration*) to defend themselves from any melee attacker, but will resume ranged support after any nearby threats have been eliminated. Characters using this Behavior will attempt to stay within 10m of the selected character.

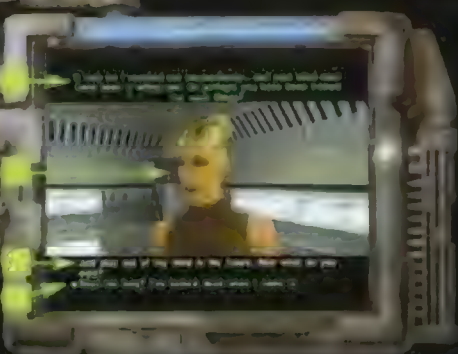
*Characters will fight unarmed if no melee weapon has been equipped to the alternate slot.

JEDI SUPPORT: Like Ranged, but will also use Jedi Powers. (Jedi Only).

GRENADE: Like Ranged, but will also throw grenades unless a party member might be hit by the blast (non-Jedi Only).



DIALOG



1. CHIMMERON IN THE CONCENTRATION
2. THE LAST LINE OF THE CONCENTRATION
3. FAVORABLE RESPONSE
4. FAVORABLE RESPONSE

Many non-player characters (NPCs) can be dealt with through conversation instead of combat. To begin a conversation, target an NPC and press the A button. The main character created by the player initiates and begins speaking regardless of which party member is controlled. Press the directional pad or left thumbstick up or down to scroll the available responses. Press the A button to select a response, or to skip through NPC dialogue. The option to use the Persuade skill may appear, and careful dialogue can sometimes circumvent dangerous situations. Force Persuade options also appear for Jedi characters with the Affect Mind or Dominate Mind powers. Sometimes other options may become available depending upon your skills and attributes. For example, if you have a high Repair skill, you may realize that a merchant is lying to you about the value of a droid he is selling. Also, your companions might provide advice or comments during conversation, depending upon their particular areas of expertise.

PRESTIGE CLASSES

At a pivotal moment in the game, the main character will be able to gain a new rank in his or her respective Jedi class. The new Prestige Class is based upon the character's alignment. In addition to increased stats, each Prestige Class also gains a unique Force Power.

PRESTIGE CLASS BASIC STATS

JEDI CLASS	VITALITY POINTS/ LEVEL	FORCE POINTS/ LEVEL	SKILL PROGRESSION	FEAT PROGRESSION	FORCE POWER PROGRESSION
Jedi Weapon Master	10	6	Slow	Fast	Average
Jedi Master	6	10	Slow	Slow	Fast
Jedi Watchman	8	8	Average	Average	Average
Sith Marauder	10	6	Slow	Fast	Average
Sith Lord	6	10	Slow	Slow	Fast
Sith Assassin	8	8	Average	Average	Fast



FORMS

As a Jedi becomes more powerful, different styles, or Forms, are developed. After a certain amount of experience is gained, a Jedi acquires an initial Form, which must be used until further Forms are learned. Forms may be switched at any time through the action menu. To change the selected character's Form, scroll up or down until the desired Form is shown and then press the A button. Each Form provides both bonuses and penalties to certain stats, so the key to using them effectively is to choose the Form most appropriate for the situation. There are a total of 11 Forms, of which a Jedi can learn a maximum of 7. Combat-based Forms are only active when a lightsaber is equipped, while non-combat Forms have no restrictions. The order and types of forms learned depend upon the Jedi's class.

Table 1: Lightsaber Forms vs. Various Combat Situations

COMBAT SITUATION	LIGHTSABER FORM						
	SHI CHO	MAKASHI	SOMESE	ATAARI	SHIH	NIJIMA	JUJO
Single Enemy	Fair	Fair	Good	Excellent	Poor	Good	Very Good
Many Enemies	Very Good	Fair	Poor	Poor	Good	Good	Good
Opponent Lightsaber	Fair	Very Good	Poor	Fair	Good	Good	Very Good
Opponent Blaster	Good	Poor	Excellent	Poor	Excellent	Fair	Fair
Force	Fair	Good	Fair	Fair	Fair	Good	Poor

FORCE POWERS

Only a Jedi may use Force Powers. These abilities are attained through level advancement. There are three types of powers: Universal, Light, and Dark. Light and Dark Side powers receive bonuses and penalties in relation to alignment. If a character leans toward one side, powers aligned with that side require fewer Force Points to use, while opposing Force Powers become more costly. Universal powers are unaffected by alignment. To view the powers and their descriptions, access the Force Powers menu through the Abilities menu. Secret powers can be acquired through special events in the game.

EQUIPMENT

WEAPONS

Most weapons fall into five basic types, though more exotic weapons have been rumored to exist.



MELEE WEAPONS: This category includes all non-ranged weapons other than lightsabers.



BLASTER PISTOLS: This category includes all small side arms.



BLASTER RIFLES: This category includes two-handed blaster weapons, delivering more power than pistols.



LIGHT MODIFIERS: Only Jedi have the skill to use these weapons. Any other users would be more likely to injure themselves than their opponents.



GRENADES: Characters do not require a weapon proficiency to use grenades. These hand-launched explosives affect anyone (friend or foe) caught in the blast radius around a central target.

ARMOR

Heavier armor encumbers by restricting dexterity modifiers. For example, a character with Dex 18 normally receives a +4 Defense bonus. A heavy battle suit might provide a Defense of 9, but restricts the maximum allowed DEX bonus to +1, for a total Defense increase of 10. Characters with exceptionally high DEX may be better off relying on a combination of their unrestricted modifier and lighter armor, or even no armor at all. Note that many Force Powers cannot be used by Jedi wearing armor. Robes and some special types of armor do not have this restriction.



ROBES: Jedi and other Force sensitive cultures often wear robes. They do not restrict the use of Force Powers, though the protection they provide tends to be limited. Many robes can provide Jedi with other benefits, however.



LIGHT ARMOR: Armor of this type offers good protection without hampering movement. Best suited for characters with a high DEX bonus.



MEDIUM ARMOR: This type of armor gives solid protection with moderate encumbrance. It is good for characters that see frequent combat. Light Armor is prerequisite.



MEDIUM ARMOR: Heavy and complicated, this armor type appeals to characters willing to trade mobility for the best protection possible. Medium Armor is prerequisite.

IMPLANTS



IMPLANTS: Implants are items which when equipped, can affect various stats like Attributes and Skills. Hardier characters, with a higher Constitution, are able to withstand the stress of equipping more powerful implants. Once equipped in the Equip screen, they take effect.

SHIELDS



SHIELDS: Shields increase resistance to certain types of damage. A shield's power lasts for a brief amount of time, or until enough damage is absorbed to deactivate it. Shields must first be equipped in the Equip screen, and then activated in-game via the Items column in the Action Menu (the fifth column from the left).

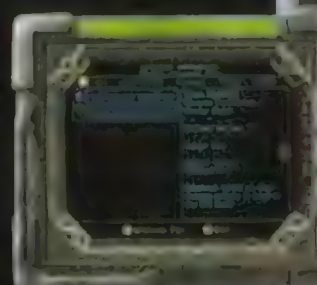
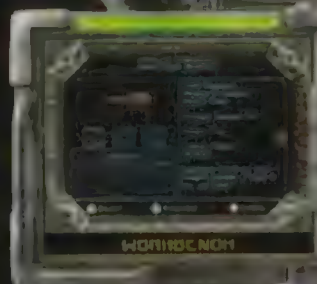


UPGRADING WEAPONS/ARMOR

Upgrading weapons and armor can be done at any Workbench in the game. Only certain types of weapons and armor can be upgraded. The Inventory screen shows whether a given weapon or armor can be upgraded in the item description. Using a workbench, choose what class of item to upgrade (melee weapon, armor, lightsaber, or blaster) by pressing left or right on the D-pad. Press up or down to select a specific weapon or armor within the class.

Armor has two slots available for upgrading: the underlay and overlay. Melee weapons have 3 slots available for upgrading: the grip, the energy cell, and the edge. Ranged weapons have 3 slots available for upgrading: scope, firing chamber, and power pack. Light sabers have 6 slots available for upgrading: 2 power crystals, the color, the lens, the emitter, and the energy cell.

Press the A button to select the item you want to upgrade. Navigate the slots with the D-pad. Press the A button to select a slot, and then a list of available upgrades for the slot appears. Select an upgrade with the D-pad, and then press the A button to put it in the slot. The process can be repeated for different slots if desired. When finished upgrading specific slots, press the X button to finish upgrading the particular weapon or armor.



CREATING/BREAKING DOWN ITEMS

Creating and breaking down items can be done from Lab stations (for medical items and grenades) and Workbenches (for upgrades) throughout the game. In the lab station/workbench menu, switch between breaking down items and creating items with the X button.

In a lab station you break down medical items into chemicals, which can be made into new medical items. In a workbench you break down all other items into components, which can be made into new upgrades.

When breaking down items, the list (lab station) or lists (workbench), shows all the items in your inventory that can be broken down into chemicals (lab station) or components (workbench). In a workbench, press left or right on the D-pad or left thumbstick to switch between types of items that can be broken down. Press the A button to confirm that you want to break down the item.

When creating items, press left or right on the D-pad or left thumbstick to select which type of item you would like to create. Press the A button to confirm that you want to create the item.

Items which you have the skill required to create show up blue. Items which you cannot create because you lack the skill show up gray.

MINI GAMES

PABAARK

When challenging another player to a game of pabaark, the first order of business is to make a wager on the match. Use the directional pad to change the amount wagered, and press the A button to begin the match. A match consists of multiple sets. The first player to win 3 sets will win the match and the wager.

Next select the side deck from the currently available cards. The side deck must consist of 10 cards. Use the directional pad to highlight a card and press the Y button to add it to the side deck. Cards can be removed from the side deck by pulling the right trigger to switch the selection, highlighting the card to be removed, and pressing the Y button. Press the A button to start the game once 10 cards are in the side deck.

The object of the game is to have the face up cards total higher than the opponent's hand without exceeding a total of 20. If a player's total is greater than 20 at the end of a turn (a 'BUST'), the opponent wins the set. A player must win three sets to win the match. When the match begins, four of the cards from the side deck will be randomly drawn to form the player's HAND during the match.

The first card is automatically drawn from the main deck and placed face up. After each card is played, an additional card can be played from the HAND by highlighting the card and pressing the X button. Playing a HAND card is optional. Also, you can only play one HAND card per turn. The player can also press the A button to END the turn. OR press the Y button to STAND with the current total. This continues until one player wins the set. Ties do not count. Cards from the player's hand can only be used once, so the four cards must last the entire match. Special gold cards can be found throughout the game that increase your odds of winning dramatically.

Tip: If the total is over 20 after the draw and there is a negative card in the side deck, you can play it to bring your total back under 20.



TURRET ENCOUNTERS

Sometimes you will need to man a turret in order to survive an onslaught of enemy fighters or troops. Aim the turret's targeting reticle with the left or right thumbstick, or the directional pad. Fire the cannons by pressing any button.

SWOOP RACING

Swoop racing has established itself as the premier form of entertainment on many Republic worlds. The devotion of the fans is unmatched in other sports, and the bets fly on not only who will win, but also who will go down in the fieriest crash.

Press the A button once to activate thrusters, and move side-to-side using the left thumbstick. Steer over the acceleration pads to receive speed boosts, and each time the shift indicator tops out, press the A button again to shift to more powerful thrusters. The latest addition to the swoop bike is the repulsor boost. Press the B button to induce a "jump" that allows you to clear some obstacles.

NOTE: Activating initial thrusters too soon, failing to shift at the optimal times or hitting obstacles on the course will all cause speed to drop. If a swoop bike is too badly damaged, it will cease to operate and the race will end.

1. Swoop Bike
2. Thrusters
3. Swoop Bike
4. Repulsor Boost
5. Jump



CREDITS

DEVELOPED BY
ORIGIAN ENTERTAINMENT
INC. IN ASSOCIATION
WITH LUCASFILMS

**ORIGIAN
ENTERTAINMENT,
INC.**

CEO and Executive
Producer
FEARUS UNDERHILL

Producer
CHRIS PARKER

Lead Designer
CHING ADELSON

SCRIPT TEAM
FRANK BAUDINO
MICHAEL CHU
TONY EVANS
SCOTT EVERTS
JOHN MORGAN
KEVIN SAUNDERS
DAVID MALDONADO

Lead Artist
ANDY MEYERS

TECH TEAM
AARON BROWN
THOM CAMPBELL
DOUG CRPE
TIM COX
DAVID ESPINOZA
MUSTAZAR BBS
LUCAS FELD
WILLIAM HARPER
ED LACADANNE
BRIAN MENKE
DENNIS PHEENELL
WILLIAM PRICE

Additional
Concepts and
Illustrations
CHRIS BIELEHART

Additional Modeling and
Texturing
ROBERT CHAMPA

Lead Programmer
CHRIS JONES

**PROGRAMMING
TEAM**
ADAM BRENNECKE
ANTHONY DAVIS
JAY FONG
FRANK KOWALKOWSKI
BEN "TOBEN" MA
DAN SPITZLEY
RICHARD TAYLOR

Chief Technology Officer
DARREN MONAHAN

Office Manager and
Information Technology
CHRIS "HICK" BENSON

SPECIAL THANKS
Biosware
MARGO URODHART
JENNIFER HENDRIX
JEFFREY ROSE
CINDY WONG
MICHAEL STEMMLE
AARON ALLSTON
JUSTIN LAMBROS
RYAN KAUFMAN
NIKO LINGAD AT A-I
PHONE SYSTEMS
KEITH GALOY AT NVIDIA
MARK BRIFIN AND
THE ATB FOLKS
AT MICROSOFT
ELECTRICIAN GUY
JOHN AND SUSAN
BRENNECKE
SONJA CONTIN
MEGAN AND MADISON
SUMMERS
SIN CARIAGA EVANS AND
K.L. WOYS
ALICE BAUDINO
SUNSHINE SAINT-ONGE
ZACHARY SIMON AND
TINA PARKER
JINA YOON

**LUCASFILMS,
A DIVISION OF
LUCASFILM LTD.**

Producers
MICHAEL GALLO
RACHEL BRYANT
Assistant Producer
CORRINE WONG

**QUALITY
ASSURANCE**

Xbox Lead Tester
KIP BUNYEA

PC Lead Tester
DAVID FELTON

Assistant Lead Testers
SONY GREEN
NICK DENGLER
JEFF SANDERS

QA Testers
ADAM GOODWIN
AHMAD ABROTT
ANNE BERGER
CHRIS CURRY
CLAY NORMAN
COREY KAPELLAS
CRAIG DENNING
DERRIC EADY
ED HYLAND
ERIC GOOD
ERIK GENC
GREG QUINONES
HARRY MACK
HEATH SUTHERLAND
JAMES MORRIS
JEFF HUGHES
JENNIFER EMSLEY
JULIAN JAMES
KEVIN UTSCHIG
LEIF YOUNGQUIST
LEV STRIDER
MATT WOODS
MIKE MEKKER
PATRICK BRATTON
RYAN FONG
RYAN NELSON
BETH BENTON

Additional Testers
GREG FRANK
KEN BEWLEY
RACHEL ADCKOCK
RICKY BORSA
TONY CHRISTOPHER
WELBON SALAAM

QA Compliance Lead
DAVID CHAPMAN

QA Compliance
Assistant Lead
IAN WOLFORD

QA Compliance Testers
CHRIS NAVARRO
DAVEY LEI
JOHN LOWENTHAL
PATRICK BRATTON
SARAH CHERLIN
SHINICHIRO OHYAMA
ZAK HUNTWORK

SOUND

Lead Sound Design
JULIAN KWASNESKI

Additional Sound Design
and Audio Implementation
NATHAN SMITH

Creature Sound Design
G.W. CHILDS IV

Original Star Wars
Sound Effects
BEN BURTT

MUSIC

Composer
MARK GRISKEY

Soundtrack and
Covers
JEFF MALLIN

Recording Engineer
JOHN KILPATRICK

Concert Master and
Contracting
SIMON JAMES

Score Preparation
ROBERT PUFF

Music Performed By
THE NORTHWEST
SINFONIA

Music Mixed At
SKYWALKER SOUND

Mixing Engineer
DANN THOMPSON

Assistant Engineer
JUDY KIRSCHNER

Music Editing
for Cinematics
JANAD EMERSON
JOHNSON

Additional Music
JEREMY SOULE

Original Star Wars Music
Composed By
JOHN WILLIAMS © & ©
LUCASFILM LTD. & TM.
ALL RIGHTS RESERVED.
USED UNDER AUTHORI-
ZATION. PUBLISHED BY
BANTHA MUSIC (BMI),
ADMINISTERED AND/OR
CO-PUBLISHED WITH
WARNER-TAMERLANE
MUSIC PUBLISHING
CORP.

ARTISTS

Voice Department
Manager
DARRAGH O'FARRELL

VO Directors
WILL BECKMAN
BARRAGHAN O'FARRELL

Voice Casting
WILL BECKMAN
BARRAGHAN O'FARRELL

Script Supervisor
CHRYL HODGE

Visual Effects
GUY CHILDS IV
HARRISON DEUTER
BRIAN CHAMBERLAIN
MAC BATH

Visual and Technical
Department Coordinator
JEWELYN SLOAN

CAST

ARTHUR
SARA KESTELMAN

ARTHUR
LUCKY KATI

ARTHUR
ROSE J. SMITH

ARTHUR
BRIAN HU

ARTHUR
SARAH NORMAN

ARTHUR
DNEY ORSOLE

ARTHUR
KRISTOPHER TABORI

ARTHUR
BRIAN HU

ARTHUR
LOUIS MELLE

ARTHUR
GREG KELLY

ARTHUR
ELIZABETH HENRY

ARTHUR
JOHN FYSAN

ARTHUR
ED ASNER &
Master Vocal

Additional Voice

Provided by
ANDRE SOBRUZZO
ANDREW CHAIKIN
ANDY SECOMBE
ANTHONY MAY
BILLY BROWN
BRIAN DEACON
CAROLYN SEYMOUR
CHARLES DEAN
CHRIS COX
COREY BURTON
CRYSTAL WARD
DARAN NORME
DARREN WHITE
DAVID COLLINS
DAVID FINE
DAVID WEAVER
ELIZABETH STANLEY
FRANK LACEY
JAMES RONAN
JAKE GLOVER
JENNIFER HALE
JOHN CALLEN
JONATHAN MORRIS
KATH SOUCIE
LEK LANG
MARI HOLT
LOUIS MELLIS
MICHAEL GOUGH
NICK CHIVERS
NICK JACOBSON
PAUL VINABLE
PHE LAMANN
RAFAEL FERRER
SAPHAEL SHAW
ROBIN ATKIN DOWNES
ROGER L. JACKSON
SEETA INDRAM
STEVE BRUM
TIM OAKENDON
TISH HICKS
TOM KANE
WAVESSA MARTINALL

Recording Studio

MARSANTA MIX
HOLLYWOOD, CA
THE SOUND COMPANY
LONDON
TEQUILA MOVING PICTURES
ALSTADTX

Recording Engineer

TOR KINSDON
TOBY GILL
JES OROPE

LUCKYARTS DEVELOPMENT STAFF

Technical Director
NICK PAVIS

CAST

Lead Artists
SANTRI ELLINGSON
JIM RICE

Script

CHRIS VOY
DEREK SAKAI
FRANCIS HSU
JAMES ZHANG
KEVIN EVANS
MATT OMERNICK
MOLLY MENDOZA
PETER CARISI-DE LAPPE
PETER WHITESIDE
REBECCA PEREZ
RYAN WIEBER

INTERNATIONAL LOCALIZATION

International Producer
MARIANNE MONAGHAN

QA International Lead
MATT CHANG

QA International
Assistant Lead
JASON PIMENTEL

QA International Testers
ERIK LAMPI
GABRIEL BOOTZ
JOE ACEDILLO

Manual Editor
MATT KEAST

OFFICE TIME AND PUBLIC RELATIONS

Product Marketing
Manager
DAVID ZEMKE
HESAH PAH

Marketing Coordinator
GREG ROSENFELD

Marketing Operations
Manager
COLLEEN WERNER

Manual Designer
PATTY HILL

Director of
Public Relations
ANNE MARIE STEIN

Public Relations Manager
HEATHER PHILLIPS

Public Relations Specialist
ALEXIS MERVIN

Internet Manager
JIM PASSALACQUA

Web Technical Lead
PAUL WARNER

SALES AND OPERATIONS

Director of Sales
MEREDITH CAHILL

Senior Manager,
International Sales
TERRI DOME

Sr. Manager, Partners and
Channel Marketing
TIM MOORE

Associate Channel
Marketing Manager
KATY WALDEN

Sales Analyst
GREG ROBLES

International Sales
Analyst
GEMMA BAIOCCHI

Retail Account
Representative
MIKE MARLING

Director of Sales
Operations
JASON HORSTMAN

Global Materials and
Manufacturing Manager
EVELYNE FIDONE-
BOLLING

Materials and
Manufacturing Planner
SCOTT FRY

Logistics and Customer
Service Manager
JASON PERIERA

QUALITY SERVICES

Manager of Quality
Services
PAUL PURDY

BUSINESS TRAINING

MARY CARTER
FRANK BARBOLAK
JOHN GARRETT
JANNE MARIE HAWKINS
JANNETT SHIRLEY-PAUL
SETH STEINBERG

Manager of Quality
Services
PAUL PURDY

Quality Assurance
Supervisor
CHUCK MCHADDEN

Product Support
Supervisor
JAY GRACI

First Line Specialist
MARTHA TOSTI

Product Support
Supervisor
JAY GRACI
JANETTE

JASON SMITH
JAY TYE
KRISTIE GÄRBER

MATT BERAZ
SCOTT TAYLOR

Mastering Lab Specialist
WENDY KAPLAN

Mastering Lab Assistants
On-Call
ERIC RAUCH
JAY TYE
SCOTT TAYLOR

Hardware Technician
JOHN CARSEY

Quality Services Assistant
KELLIE WALKER

Lucas Licensing
CHRIS COLLAKER
HOWARD HOFFMAN
KRISTI KAUFMAN
LELAND CHEE
STACY ARNOLD
STACY CHEREGOTIS

IT Services
BRENDAN LLOYD
BRIAN CARLSON
CHAD J. WILLIAMS
DARYLL JACOBSON
GREG MILLIES
JIM CARPENTER
JOE SHUM
JOHN DOAK
JOHN HANNON
JOHN VON EICHHORN
MELANIE JACOBSON
RICHARD GUINONES
VICTOR TANCREDI
BALLUCERA

Facilities
CATHERINE DURAND
CLEOPATRA BOXHILL-
CLARK
GABRIEL McDONALD
JOHN KNOWLES
KEVIN SONG
PAUL JENNINGS

SPECIAL THANKS TO OUR FAMILIES

Special Thanks
ANDY CAMARANO
CAMILA MCCLANAHAN
CASEY HUDSON
CHARLES BRANN
CHARLIE SKIDMORE
CHRIS CORRY
CHRIS MCKAY
CHRIS NESS
DAN PETTY
DENISE HOLLANDER
ELIZABETH THEO FELTON
BRANHAM MCDELMOTT
GREG ZIMMER
HADEN JACKMAN
HAMMILL PRITMAN
ISA COLEMAN
JAMES GILLEN
JIM TSO
JIM WARD

JOHN OGDEN
JOHN STAFFORD
JALIA THOMAS
JUSTIN CAMERON
KEE COLEMAN
KAREN PETERSEN
KEVIN BROWN

KOLTO
LYNNE GURA
MARY BARR
MATT ORRAN
MICHELLE HINCHES
MICHELLE LITTLE
MIKE MALAKOV
PAUL BRIMMONSON
PETER HIRSCHMANN
NACHO HARDWICK
RANDY STEVENSON
RAY MUEYLA
RICH DAVIS
RI BERNI

RYAN KAUFMAN
SOT ANERY
SHARA MILLER
SIMON JEFFERY
TIM LONGO
TODD DAVIE
TWENTYSEVEN

Very Special Thanks
KEITH LUKAS

SOFTWARE LICENSE

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY RETURN THIS PACKAGE AND ITS CONTENTS TO THE PLACE OF PURCHASE FOR A REFUND OR EXCHANGE SUBJECT TO THE RETURN POLICY OF THE RETAILER.

The computer program, artwork, music, printed materials, on-line or electronic documentation, and other components included in this product and all copies of such materials as such as may be modified or updated (collectively referred to as the "Software"), are the copyrighted property of LucasArts, a division of Lucasfilm Entertainment Company Ltd. and/or its affiliated entities or divisions, and its licensors (collectively referred to as "LucasArts" or "Publisher"). The Software is non-exclusively licensed (not sold) to you, and LucasArts owns and/or controls all copyright, trade secret, patent and other proprietary rights in the Software. LucasArts may make improvements or updates to the Software at any time and with or without notice to you, which may be automatically downloaded into the memory card(s) used in connection with the Software. Such updates or improvements may change the game play associated with the Software.

Subject to the terms and conditions of this Agreement, you may use the Software, solely for your personal use and only in connection with a Microsoft Xbox video game system. You may not circumvent or attempt to circumvent any technological measures in the Software or the media designed to prevent copying or unauthorized access.

All rights not specifically granted under this Agreement are reserved by LucasArts and, as applicable, their licensors. You may not: (1) copy the Software in its entirety onto a hard drive or other storage device and you must run the Software from the included Digital Versatile Disc ("DVD"); (2) distribute, rent, lease or sublicense all or any portion of the Software; (3) modify or prepare derivative works of the Software, except as otherwise may be allowed herein; (4) transmit the Software over a network, by telephone, or electronically using any means, or permit use of the Software, in a network, multi-user arrangement or remote access arrangement except in the course of your network multi-player play of the Software over authorized networks in accordance with its documentation; (5) engage in matchmaking for multi-player play over unauthorized networks; (6) design or distribute unauthorized levels; (7) reverse engineer the Software, derive source code, or otherwise attempt to reconstruct or discover any underlying source code, ideas, algorithms, file formats, programming or interoperability interfaces of the Software by any means whatsoever, except to the extent expressly permitted by law despite a contractual provision to the contrary, and then only after you have notified LucasArts in writing of your intended activities; (8) remove, disable, or circumvent any proprietary notices or labels contained on or within the Software; (9) export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations; or (10) commercially exploit the Software, specifically at any cyber café, computer gaming center or any other public site without first obtaining a separate license from LucasArts (which it may or may not issue in its sole discretion) for such use, and LucasArts may charge a fee for any such separate license.

LIMITED WARRANTY

You may transfer the Software, but only if the recipient agrees to accept and be bound by the terms and conditions of this Agreement. If you transfer the Software, you must transfer all components and documentation. Your rights in and to this license are automatically terminated when you transfer the Software.

LucasArts warrants to the original consumer purchaser only that the media furnished in this Software will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase (as evidenced by your receipt). If the media furnished in this Software proves to be defective, and provided that the original consumer purchaser returns the media to LucasArts in accordance with the instructions in this paragraph, LucasArts will replace the defective media: (a) free of charge to the original consumer purchaser, if the media proves to be defective within the ninety (90) day period following the date of purchase, or (b) for a fee of \$15.00 (all references herein are to United States dollars) per DVD, if the media proves to be defective after the expiration of the ninety (90) day warranty period, provided that the request is made within a reasonable time from purchase, and LucasArts continues to distribute the DVD commercially. To obtain a replacement DVD, please return the defective DVD only, postage prepaid, to LucasArts, a division of Lucasfilm Entertainment Company Ltd., P.O. Box 10307, San Rafael, CA 94912, accompanied by proof of date of purchase, a description of the defect, and your name and return address, as well as a check for \$15.00 made payable to LucasArts per DVD if after expiration of the warranty period. LucasArts will mail a replacement to you. In the event the Software is no longer available, LucasArts reserves the right to substitute a similar product of

equal or greater value. This warranty is not applicable and shall be void if the defect has arisen through abuse, mistreatment, neglect, or from normal wear and tear. LucasArts has no obligation to provide support, maintenance, upgrades, modifications or new releases under this Agreement.

You expressly acknowledge and agree that use of the Software is at your sole risk. Except for the limited ninety (90) day warranty on the media set forth above, the Software and any related documentation or materials are provided "AS IS" and without warranty of any kind. LUCASARTS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LUCASARTS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU, AND YOU (AND NOT LUCASARTS) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR AND/OR CORRECTION. LUCASARTS SHALL ALSO NOT BE LIABLE FOR ANY DELAYS, SYSTEM FAILURES OR SYSTEM OUTAGES WHICH MAY, FROM TIME TO TIME, AFFECT ONLINE GAME PLAY IF APPLICABLE OR ACCESS THERETO. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL LUCASARTS, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE POSSESSION, USE, OR MALFUNCTION OF THIS PRODUCT, INCLUDING WITHOUT LIMITATION, DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF LUCASARTS OR A LUCASARTS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE THAT THE LIABILITY OF LUCASARTS ARISING OUT OF ANY KIND OF LEGAL CLAIM

(WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE USE OF THE SOFTWARE. YOU AGREE TO WAIVE ANY RIGHT TO EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS AND OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LUCASARTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LUCASARTS' PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS DEPENDING ON THE LAWS IN YOUR STATE.

This Agreement is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, and you hereby consent to personal jurisdiction in California. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You and LucasArts each agree that any claim or controversy arising out of this Agreement or the Software shall be settled by expedited binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Marin County, California, and you waive any claim that such forum is inconvenient. Any such claim or controversy shall be arbitrated solely on an individual basis and shall not be consolidated with a claim of any other party. The arbitrator may not change the terms of this Agreement. The arbitrator may award injunctive or other equitable relief to enforce the terms hereof; provided, however, that no injunctive or equitable relief may be awarded that would enjoin or impair LucasArts' rights or ability to distribute or otherwise market, advertise, promote or exploit the Software. If it is judicially determined that any claim or controversy arising out of or related to this Agreement or the Software cannot be settled by expedited binding arbitration as noted above, then you agree that any such claims or controversies shall be brought and maintained in the state courts located within the County of Marin, State of California or the federal courts of the Northern District of California, and you waive any claim that either such forum is inconvenient. The foregoing shall not preclude LucasArts from seeking any injunctive or other relief for protection of LucasArts' intellectual property rights or similar

rights in any court of competent jurisdiction. Because LucasArts would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that LucasArts shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as LucasArts may otherwise have under applicable laws. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorney's fees. LucasArts shall have the right, but not the obligation, to defend or settle, at its option, any action or proceeding arising from a claim that your permitted use of the Software infringes or misappropriates any patent, copyright, or other ownership of a third party. You agree to provide LucasArts with written notice of any such claim within ten (10) business days of your first knowledge thereof and to provide reasonable assistance in the defense of such claim. LucasArts shall have sole discretion and control over the defense or settlement of such claim, unless it declines to defend or settle such claim, in which case you are free to pursue such course of action as you reasonably determine. LucasArts is under no obligation hereunder to indemnify or hold you harmless with respect to any actions, proceedings or claims. In the event of such a claim, or if LucasArts believes such a claim is likely, LucasArts may: (i) procure for you the right to continue using the Software; (ii) modify the Software so that it becomes non-infringing; or, (iii) terminate this Agreement. You agree to comply with any court judgment or other conditions imposed on you or LucasArts as a result of an allegation of patent or copyright infringement (whether by court order, agreement or otherwise), whether or not such judgment or conditions contradict the conditions of this Agreement, including without limitation, ceasing use of the Software.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the validity and enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. LucasArts' failure to act with respect to a breach by you or others does not waive LucasArts' right to act with respect to subsequent or similar breaches, nor will any single or partial exercise of any right hereunder preclude further exercise of any other right hereunder. This Agreement sets forth the entire understanding and agreement between you and LucasArts with respect

to the subject matter hereof. Except as provided herein, this Agreement may not be amended except in a writing signed by both parties; provided, however, that LucasArts has the right, without notice and/or without a writing signed by both parties, to amend this Agreement in connection with any modifications or updates to the Software.

The license term shall commence as of the date you install or otherwise use the Software. You may terminate this license by disposing of the Software. Without prejudice to any other rights of LucasArts, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all its component parts. Your disposal or destruction of the Software and any component parts must be done in accordance with applicable law. Except for the license granted herein and as expressly provided herein, the terms of this Agreement will survive termination.

If the Software is acquired under agreement with the U.S. government or any agency or instrumentality thereof, it is acquired as "commercial computer software" subject to the provisions hereof, as specified in 48 CFR 12.212 of the FAR and, if acquired for Department of Defense (DoD) units, 48 CFR 227-7202 of the DoD FAR Supplement, or sections succeeding thereto.

LucasArts and the LucasArts logo are registered trademarks of Lucasfilm Ltd. © 2004 Lucasfilm Entertainment Company Ltd. or Lucasfilm Ltd. & © or TM as indicated. All rights reserved.

This game and manual are each a work of fiction. All of the characters, events, locations, logos, and entities portrayed in this game are fictional. Any resemblance to real persons, living or dead, or actual events, is purely coincidental.

LucasArts, a division of
Lucasfilm Entertainment Company Ltd.
P.O. Box 10307
San Rafael, CA 94912

HOW TO CONTACT US

HINT LINE

LucasArts has set up a variety of services to provide you with information about our latest games, hint and gameplay assistance, and technical support.

U. S.

If you need a hint, you may call our automated Hint Line. This service costs \$1.99 per minute, requires a touch-tone phone, and you must be at least 18 years old or have a parent's permission to call. The number is 1-900-329-JEDI (1-900-329-5334). The option to speak with a live Hint Operator is also available from this number. Hint line operators are available during regular business hours, Monday-Friday, 9:00 a.m. to 6:00 p.m. (Pacific Standard Time). (Average call length is three minutes.)

CANADA

Our Hint Line is also available to our Canadian customers. This service costs \$1.99 (U.S.) per minute, requires a touch tone phone, and you must be at least 18 years old or have a parent's permission to call. The number is 1-900-451-JEDI (900-451-5334). Hint line operators are available during regular business hours, Monday-Friday, 9:00 a.m. to 6:00 p.m. (Pacific Standard Time). (Average call length is three minutes.)

LUCASARTS RESERVES THE RIGHT TO DISCONTINUE THE HINT LINE AT ANY TIME AND WITHOUT NOTICE.

WHERE TO FIND US ONLINE

Visit the LucasArts Technical Support Web site at support.lucasarts.com where you can receive online technical support through Yoda's Help Desk, browse technical documents, or leave a message for an on-line representative.

YODA'S HELP DESK

Yoda's Help Desk, an interactive knowledge base, is available in the Technical Support section of the LucasArts Web site at support.lucasarts.com. Yoda's Help Desk offers solutions to technical issues based on information you provide. You can receive technical support 24 hours a day, seven days a week. If Yoda's Help Desk is unable to provide a solution to your problem, you can send an e-mail message to an online representative.

TECHNICAL SUPPORT PHONE NUMBER

This number is for technical assistance only. Hints will not be given out over the Technical Support line. You can reach our Technical Support department by calling 1-415-507-4545. We are available to help you Monday-Friday, 9:00 a.m. - 6:00 p.m. (Pacific Standard Time).

TECHNICAL SUPPORT FAX

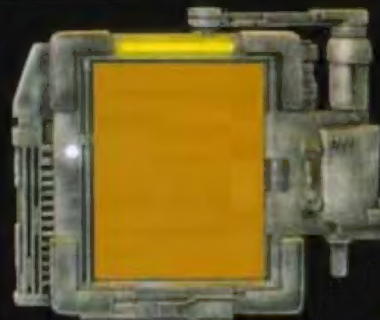
We also offer the option of faxing us with your questions at: 1-415-507-0300. When sending a fax, include your name, fax number with area code, and a voice phone number to contact you in case we experience problems faxing you back.

TECHNICAL SUPPORT MAILING ADDRESS

You can also mail us directly at: LucasArts, a division of Lucasfilm Entertainment Company Ltd., P.O. Box 10307, San Rafael, CA 94912, Attn: Product Support.

LUCASARTS COMPANY STORE

Safe, quick, convenient shopping is just a click away. Visit our secure online store at store.lucasarts.com for great deals on games and unique items you won't find anywhere else-hats, T-shirts and much more. Order online or call toll-free at 1-888-LEC-GAMES. (Technical support is not available on this line.)



Microsoft, Xbox and the Xbox logos are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or in other countries.

THE SQUAD IS YOUR WEAPON™



STAR WARS REPUBLIC COMMANDO™

COMING SPRING 2005

WWW.LUCASARTS.COM

TEEN



Blood and Gore
Violence

ESRB CONTENT RATING www.esrb.org



XBOX
LIVE
ONLINE ENABLED



LUCASFILM AND THE LUCASFILM LOGO ARE REGISTERED TRADEMARKS OF LUCASFILM LTD. STAR WARS REPUBLIC COMMANDO IS A TRADEMARK OF LUCASFILM ENTERTAINMENT COMPANY LTD. © 2004 LUCASFILM ENTERTAINMENT COMPANY LTD. TM (LUCASFILM) LTD. & ® TM AS INDICATED. ALL RIGHTS RESERVED. MICROSOFT, XBOX, XBOX LIVE, THE LIVE LOGO AND THE XBOX LOGO ARE EITHER REGISTERED TRADEMARKS OR TRADEMARKS OF MICROSOFT CORPORATION IN THE U.S. AND/OR OTHER COUNTRIES AND ARE USED UNDER LICENSE FROM MICROSOFT.

LucasArts and the LucasArts logo are registered trademarks of Lucasfilm Ltd. © 2004 Lucasfilm Entertainment Company Ltd. or Lucasfilm Ltd. & ® or TM as indicated. All rights reserved.

3267502